

General Teamsters Local Union No. 528, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Associated Grocers Co-Op) and Paul E. Cain, Case 10-CB-3588

November 17, 1982

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND
HUNTER

On July 22, 1982, Administrative Law Judge Leonard N. Cohen issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,¹ and conclusions² of the Administrative Law Judge and to adopt his recommended Order, as modified herein.³

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, General Teamsters Local Union No. 528, affiliated

¹ Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings. In affirming the Administrative Law Judge, we find it unnecessary to rely on Respondent's failure to call witnesses to corroborate the testimony of Business Representative Flournoy. In this regard we note that the Administrative Law Judge relied on independent grounds for his credibility resolutions, including demeanor.

² In adopting the Administrative Law Judge's conclusion that Respondent unlawfully refused to accept and process the Charging Party's grievance, we rely particularly on his findings concerning the telephone conversation on the evening of May 14, 1981. According to the credited testimony, Respondent's business representative, Edward Flournoy, telephoned the Charging Party, Paul Cain. Flournoy asked Cain whether he was a member of the Union and whether he paid union dues. After replying in the negative, Cain asked Flournoy if he could file a grievance or otherwise receive any help from the Union concerning his discharge. Flournoy responded that he could not, asserting that, because Cain was not a union member and did not pay dues, he did not have the right to use the grievance procedure in the collective-bargaining agreement. Accordingly, we agree with the Administrative Law Judge's conclusion that Respondent unlawfully failed to represent Cain, insofar as its failure was based on Cain's lack of union membership.

³ In order to make the Charging Party whole for any loss of earnings he may have suffered as a result of Respondent's unlawful action, we shall modify the remedy to compute any backpay due him from the date of his discharge, on May 12, 1981.

with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, College Park, Georgia, its officers, agents, and representatives, shall take the action set forth in the recommended Order, as so modified:

1. Substitute the following for paragraph 2(b):

"(b) Make Paul E. Cain whole for any loss of earnings he may have suffered as a result of his discharge from Associated Grocers Co-Op from the date of May 12, 1981, until he is reinstated by the Company, obtains other substantially equivalent employment, or his grievance is diligently processed through to its proper conclusion. Backpay is to be computed in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest to be computed in the manner prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977). (See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).)"

2. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT fail or refuse to represent fairly any employees in the bargaining unit represented by us or arbitrarily fail or refuse to file and process any employee's grievances.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of rights guaranteed to them in Section 7 of the Act.

WE WILL request Associated Grocers Co-Op to reinstate Paul E. Cain to his former position or, if it no longer exists, to a substantially equivalent position. If it refuses to reinstate him, WE WILL request to waive the time limitation contained in the grievance provisions of the contract and, if the Company agrees to waive the time limitation, WE WILL process Cain's grievance diligently through to its proper conclusion.

WE WILL make Paul E. Cain whole, with interest, for any losses he may have suffered as

a result of our failure promptly to file and process his grievance.

GENERAL TEAMSTERS LOCAL UNION
No. 528, AFFILIATED WITH THE IN-
TERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMER-
ICA

DECISION

STATEMENT OF THE CASE

LEONARD N. COHEN, Administrative Law Judge: This case was heard before me on May 12, 1982, in Atlanta, Georgia. On July 8, 1981,¹ the Acting Regional Director for Region 10 of the National Labor Relations Board issued a complaint and notice of hearing based on unfair labor practice charges filed on May 15. The complaint alleges that Respondent in violation of Section 8(b)(1)(A) failed and refused to accept or process a grievance filed by and over the discharge of employee Paul E. Cain, because of Cain's nonmembership in Respondent's organization and for other arbitrary, invidious, and irrelevant considerations. Respondent's timely filed answer denies the commission of any unfair labor practices.

All parties have been afforded full opportunity to appear, to introduce evidence, to examine and cross-examine witnesses, to argue orally, and to file written briefs. Both counsel filed briefs which have been carefully considered.

Upon the entire record of the case and from my observation of the witnesses and their demeanor, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

Associated Grocers Co-Op, herein called AG, is and has been at all times material a Georgia corporation with its office and principal place of business in College Park, Georgia, where it is engaged in the warehousing and distribution of food products. During the past calendar year, which period is representative of all times material herein, AG purchased and received at its College Park facility goods valued in excess of \$50,000 directly from suppliers located outside the State of Georgia. Respondent admits and I find and conclude that AG is and has been at all times material an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE STATUS OF RESPONDENT

Respondent admits and I find and conclude that it is and has been at all times material a labor organization within the meaning of Section 2(5) of the Act.

¹ Unless otherwise indicated all dates are in 1981.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Facts²

1. Cain's discharge

On the evening of May 12, Paul Cain, a warehouseman employed on a part-time basis by AG, reported to work. His first job assignment that evening was to assist two fellow employees in the unloading of a truck. During the course of the unloading, Cain turned to Fred Herndon, a regular full-time employee, and stated "I want you to know who is helping you. Us white part-timers and not those niggers outside." Herndon, who is black, asked Cain where he was coming from. Cain answered that he did not know. On three separate occasions immediately following this remark Cain apologized to Herndon and on each such occasion Herndon told Cain to forget about it.

Word of Cain's remark spread rapidly throughout the loading dock area, for within the next hour or two three rank-and-file employees as well as Supervisor Russ Wiley approached Cain and asked what had occurred. During each of these conversations Cain indicated that it was a misunderstanding and that he had already apologized to Herndon. One of these encounters involved Steve Payton, one of the two night-shift employees holding the position of union steward. Payton, a black, told Cain that if he had been Herndon, he would have killed Cain.

About an 1-1/2 hours after Cain made the remark in question, Payton called James Catel, the then vice president of warehouse operations, at his home, told him of the remark, and indicated that everyone was upset and the situation tense. Catel then called the supervisor, Wiley, and confirmed with him the substance of what Payton had reported. Catel told Wiley that he would come in shortly to handle the matter personally.

At or about 9:30 that evening Catel, accompanied by Director of Security Vernard Cruse, arrived at the warehouse. Catel then proceeded to call all the principals involved into a meeting in his office.³

At the start of the meeting Herndon told the assembled group both what Cain had said and the fact that Cain had apologized. Cain, after first agreeing with Herndon's version, stated that he had been threatened by Payton. When Payton vehemently denied threatening Cain, Catel asked Cain and Herndon to leave the meeting. Catel first informed the remaining members of the group that he could do nothing about the alleged threat by Payton since it involved a one-on-one credibility matter which he could not resolve. Catel then stated that he was going to discharge Cain for violation of company rule 10(a) "Immoral or Indecent Conduct."⁴

² Except where specifically noted the facts are not in dispute.

³ Also present at this meeting was Howard Radford, the other union steward assigned to the night shift.

⁴ Rule 10(a) of the collective-bargaining agreement in effect between the parties provides that indecent or immoral conduct is just cause which subjects an employee to immediate discharge. The rule in question does not attempt to define the phrase "Indecent or Immoral Conduct."

Catel credibly testified that he reached this decision without any input from or discussion with either of the union stewards or his supervisors present at this meeting.

Catel then called Cain back into the office and informed him that in view of his admission of misconduct he (Catel) felt that he had no choice but to discharge Cain.

2. The events of the morning of May 14

On the morning of May 14 Cain called Respondent's office and spoke with a secretary. When Cain inquired how to go about filing a grievance against AG, he was told that he should speak with Edward Flournoy, Respondent's secretary-treasurer and the business representative with direct authority to administer the AG contract. The secretary further informed Cain that coincidentally Flournoy was at AG that morning for a grievance meeting. Cain then asked if he could leave his name and phone number in case he did not get the chance to go out to AC while Flournoy was still there. The secretary took the information along with the message to ask Flournoy to call Cain at his home number.

Around noon on May 14 Cain, accompanied by his father, Jesse Cain, drove out to the AG facility where they picked up Cain's final paycheck. When Cain asked if he could speak with Flournoy, he and his father were shown into a reception room by Director of Security Cruse. After a few minutes Flournoy, a black man, walked into the reception room and approached Cain.⁵ Flournoy asked him if he was Paul Cain. When Cain nodded his head yes, Flournoy stated: "You used a six letter word against a fellow employee. That's it. You're fired. There is nothing I can do for you." Flournoy abruptly then turned around and walked out of the room.

Before describing Flournoy's version of this conversation, it is necessary, by way of background, to detail Flournoy's testimony with regard to the entire events of the morning of May 14. Flournoy testified that prior to the start of the grievance meeting on May 14, Catel informed him of the incident involving Cain.⁶ Catel further told Flournoy that because of the severity of the incident he had discharged Cain. When Flournoy suggested that they hold off discussing the Cain matter until after all the other grievances had been resolved, Catel answered that they could talk about it later but that the Company's position was final.⁷ At some later point that morning, but still prior to Cain's noontime arrival at the facility, Flournoy testified that he caucused with the grievance committee and apparently, although the record is far from clear, decided that the Union would not proceed further regarding the Cain incident.

At this point Cain apparently arrived, because Flournoy was summoned to the reception room. Not surprisingly, Flournoy's version of this conversation differs substantially from that given by Cain, and as corroborated by Cruse. According to Flournoy, he greeted Cain with

a smile and a handshake. Flournoy then told Cain that he had asked the Company to reinstate him but that the Company had taken a hard stand and, under the circumstances, the Union had no alternative but not to proceed further. Before leaving, Flournoy added that he would get back in touch with Cain later that afternoon.

Flournoy further testified that, at the conclusion of his grievance meeting with Catel, he again broached the subject of Cain's reinstatement, but that Catel again indicated the Company's intransigence on the subject.

Following the meeting Flournoy testified that he returned to his office where he reviewed certain labor arbitration reports. In so doing, he claimed he found a similar case where an arbitrator had upheld the discharge of an employee and, based on this precedent, finally decided that Cain's discharge lacked the merit to justify proceeding further. Flournoy did not identify the arbitration case upon which he allegedly based his decision.

Most, if not all, of Flournoy's conversations at the grievance meeting with Catel about the Cain situation were in the presence of various employee union stewards. However, Respondent did not call any of these individuals to corroborate or elaborate upon Flournoy's assertions that he sought both before, during, and after the meeting the reinstatement of Cain but that he was consistently and firmly rebuffed by Catel.

Catel did testify at the hearing as a witness for the General Counsel. Catel displayed a sharp recollection of both the events of Tuesday evening, May 12, as well as those portion of his conversations on May 14 in which he informed Flournoy of the Cain situation and the finality of the Company's decision with regard to Cain's discharge. Catel, however, suffered a total memory failure concerning what, if anything, *Flournoy said* either before, during, or after the grievance meeting about the Company's actions.

3. The telephone call of Thursday afternoon

Late in the afternoon of May 14 Flournoy and Cain had a telephone conversation which form basis for the instant complaint. As with their earlier conversation, the two offer materially different versions which cannot be reconciled or resolved short of crediting one witness and discrediting the other.

According to Cain's account, at or about 4:30 or 5 p.m., he received a telephone call from an individual who after identifying himself as a Mr. Flournoy stated that he was returning Cain's call. Cain answered that he had wanted to file a grievance, but that Flournoy had already talked to him earlier that day. At this point Flournoy asked Cain if he was the gentlemen in the lobby and Cain answered that he was. Flournoy then asked Cain if he were a union member and Cain responded that he was not. Flournoy then asked if he paid dues as a part-timer. Again Cain responded that he did not. At this point Cain asked Flournoy if he knew about his situation. When Flournoy responded that Steve Payton had told him about it, Cain asked if Flournoy also knew that Payton had threatened to kill him (Cain). Flournoy answered that he was not aware of that fact. Cain then asked if he could file a grievance or get any kind of help

⁵ This account is based on the mutually corroborated testimony of Paul Cain, Jesse Cain, and Cruse, who during the conversation stood in a doorway nearby.

⁶ Although it is not clear, it appears that prior to this conversation Flournoy may have been informed of the incident by Steve Payton. Payton did not testify.

⁷ On cross-examination, Flournoy added that, in the discussions that morning with Catel, he had suggested that Cain be merely reinstated on a nonprecedent-setting basis.

from the Union. Flournoy responded that since Cain was not a union member and did not pay dues he did not have the right to the grievance procedures. Cain then stated that he had a complaint in 1979 against a supervisor and had filed a grievance on that occasion. Flournoy answered that he did not know anything about the prior occasion, but that he could not help Cain on this occasion. That ended the conversation.

According to Flournoy's account, he indicated to Cain that the Company was taking a hard line but that he would try again to see if he could persuade the Company to take him back to work. At some point near the end of the conversation, Cain brought up the fact that he was a part-time employee. Flournoy merely answered that Cain's status did not matter. Flournoy specifically denied ever telling Cain that the reason he would not process Cain's grievance was because of his part-time or non-union status.

Flournoy testified that in his 8-1/2 years as the Union's chief administrator of the contract he has processed grievances for and represented the interest of part-time employees who were not members of the Union. This fact is borne out by the testimony of Catel and by Cain himself. The record does not disclose whether or not the Union has ever processed a grievance for a nonmember to arbitration.

B. Analysis and Conclusions

There is no dispute between the parties as to the general legal standards to be applied in cases involving a union's duty of fair representation. As both counsel note, the union, as a statutory bargaining agent of the employees in the appropriate bargaining unit, must administer the grievance-arbitration provision of the collective-bargaining agreement fairly, impartially, and in good faith. A breach of that duty occurs when its conduct toward a member of the unit is arbitrary, discriminatory, or in bad faith.⁸

To apply these principles to the instant matter, one must first resolve the serious credibility conflicts between the respective versions offered by Cain and Flournoy regarding their two discussions on Thursday, May 14. Cain testified in a straightforward and certain manner and generally impressed me both by his demeanor as well as the consistency of his testimony. Moreover, Cain's testimony regarding the reception room confrontation with Flournoy was corroborated not only by his father but by AG's director of security, Venard Cruse. Cruse was an impartial witness with no apparent reason to fabricate his testimony to assist the charging party.

Flournoy, on the other hand, testified in a much more hesitant and uncertain fashion. His ability to recall specifics of conversation seemed to depend in a large extent upon both who was asking the questions as well as the nature of the testimony given by others. Accordingly, I credit Cain's account of both conversations with Flournoy on May 14. In finding that Flournoy informed Cain that he did not, by virtue of his lack of union membership, have access to the grievance procedure, I am not, of course, unmindful of the fact that both Flournoy and

Cain knew the falsity of this position. However, I am not persuaded that that factor alone rendered Flournoy's making of the offending remarks improbable. Accordingly, I conclude that Flournoy's statement to Cain that he did not have the right to utilize the grievance procedure because he was not a member of the Union restrained and coerced him in the exercise of his rights guaranteed by Section 7 and Respondent thereby violated Section 8(b)(1)(A) of the Act. *International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, AFL-CIO, Local 132 (Kelso Marine, Inc.)*, 220 NLRB 119, 121 (1975).⁹

Resolution of this issue did not dispose of the more difficult question as to whether Respondent's refusal to carry Cain's discharge to arbitration was actually based in whole or in part upon Cain's nonunion status. For were I to find that irrespective of his words, Flournoy in his meeting earlier on May 14 with Catel strongly advocated Cain's case, and that he decided not to carry the matter to arbitration solely because he objectively concluded that it lacked merit, I would have no alternative but to recommend dismissal of this allegation. Unfortunately for Respondent, I am unable on the record before me to conclude that Respondent undertook to represent Cain at any time on or after May 14. In reaching this conclusion I rely on several factors. First and foremost among these was the utter and complete failure of Catel to recall what, if anything, Flournoy said when told of the Company's action in discharging Cain 2 days before. As noted above, Catel's memory with regard to other events and conversations regarding this affair was sharp, clear, and complete. The most probable exclamation for Catel's inability to recall Flournoy's reactions on May 14 was Flournoy either did not express any position on the matter¹⁰ or that, in apparent agreement with union steward Payton, he felt that Cain's use of the highly offensive racial epithet was cause for Cain's discharge. The later possibility would be entirely consistent with the personal animosity exhibited by Flournoy to Cain at their encounter in AG's reception room. The final factor which convinces me that the events did not occur in the manner testified to by Flournoy was the failure of Respondent to call any of the union stewards present at the grievance meeting to confirm or corroborate Flournoy's testimony that he in fact advocated Cain's reinstatement. The reason for this failure is obvious—no such evidence existed.

Whether one attributes the Union's failure to represent Cain's interest to his lack of union membership, as I have found Flournoy himself admitted, or to a racially motivated decision, or to a combination thereof, I conclude that by this conduct Respondent breached its duty of fair representation and restrained and coerced Cain in the ex-

⁹ While the complaint does not allege Flournoy's statement as an independent violation of Sec. 8(b)(1)(A), this incident was fully litigated at the hearing and is so central to the complaint allegation as to justify a specific finding of a violation. See *Alexander Dawson, Inc., d/b/a Alexander's Restaurant and Lounge*, 228 NLRB 1965 (1977).

¹⁰ It must be recalled that at the time of the grievance meeting Cain had neither filed a written grievance nor indicated to anyone at the meeting that he wished to file a grievance over his discharge.

⁸ *Vaca v. Sipes*, 386 U.S. 171 (1967).

ercise of his Section 7 rights and thereby violated Section 8(b)(1)(A) of the Act.¹¹

THE REMEDY

Having found that the Union has engaged in certain unfair labor practices, I will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Inasmuch as the Union failed and refused to process Cain's grievance and thereby restrained and coerced him in violation of Section 8(b)(1)(A) it must be held liable for any loss Cain may have suffered as a result thereof. Therefore, I will recommend that the Union be ordered first to request that the Company reinstate Cain; second, failing this, the Union should be ordered to request that the Company waive the time limitations contained in the grievance provisions of the contract and, if the Company agrees to waive the time limitation, to process Cain's grievance diligently through its proper conclusion.¹²

The Union's backpay liability must be limited to any loss suffered by Cain as a result of its refusal to process his grievance. Consequently, I shall recommend that the Union make Cain whole for any loss he may have suffered as a result of his discharge by the Company from the date of his communication with the Union on May 14, 1981, until any one of the following shall occur: Cain is reinstated by the Company; he obtains other substantially equivalent employment; or his grievance is diligently processed through to its proper conclusion. Backpay is to be computed in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest to be computed in the manner prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).

CONCLUSIONS OF LAW

1. Associated Grocers Co-Op is an employer engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. General Teamsters Local Union No. 528, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is a labor organization within the meaning of Section 2(5) of the Act.

3. By informing Paul E. Cain that the Union would not properly process and present his grievance because of his nonmembership in the Union, the Union has restrained and coerced him in the exercise of rights guaranteed him in Section 7 of the Act, thereby violating Section 8(b)(1)(A) of the Act.

4. By failing and refusing to fairly and properly represent and process the grievance of Paul E. Cain in regard to his discharge, the Union has restrained and coerced him in the exercise of rights guaranteed him in Section 7

of the Act, thereby violating Section 8(b)(1)(A) of the Act.

5. The aforesaid unfair labor practices occurring in connection with the operations of Associated Grocers Co-Op have a close, intimate, and substantial relationship to trade, traffic, and commerce among several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the basis of the foregoing findings of fact, conclusions of law, and the entire record in this case, I hereby issue the following recommended:

ORDER¹³

The Respondent, General Teamsters Local No. 528, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, College Park, Georgia, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Restraining or coercing any employees in the exercise of the rights guaranteed them by Section 7 by arbitrarily failing and refusing to fairly and properly represent them or to process their grievances.

(b) Restraining or coercing employees in any like or related manner.

2. Take the following affirmative action which is necessary to effectuate the purposes of the Act:

(a) Request Associated Grocers Co-Op to reinstate Paul E. Cain to his former position or, if it no longer exists, to a substantially equivalent position. If Associated Grocers Co-Op refuses to reinstate him request that the Company waive the time of limitation contained in the grievance provisions of the contract and, if the Company agrees, to waive the time limitation to process Cain's grievance diligently through its proper conclusion.

(b) Make Paul E. Cain whole for any loss of earnings he may have suffered as a result of his discharge by Associated Grocers Co-Op from the date of May 14, 1981, until he is reinstated by the Company or obtains other substantially equivalent employment or his grievance is diligently processed through to its proper conclusion. Backpay is to be computed in accordance with the formula set forth in the section of this Decision entitled "The Remedy."

(c) Post at its business offices, meeting halls, and at all places where notices are customarily posted, including all such places at Associated Grocers Co-Op, copies of the attached notice marked "Appendix."¹⁴ Copies of said notice, on forms provided by the Regional Director for Region 10, after being duly signed by the Union's representative, shall be posted by the Union immediately upon

¹¹ See *Truck Drivers, Oil Drivers and Filling Station and Platform Workers Local No. 705 (Associated Transport, Inc.)*, 209 NLRB 292 (1974), petition for review denied 532 F.2d 1169 (7th Cir. 1976); *Glass Bottle Blowers Association of the United States and Canada AFL-CIO, Local No. 106 (Owens-Illinois, Inc.)*, 240 NLRB 324 (1979).

¹² *Teamsters Local 559, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Mashkin Freight Line, Inc.)*, 243 NLRB 848, 850-851 (1979).

¹³ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

¹⁴ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

receipt thereof and be maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken by the Union to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 10, in writing, within 20 days of the date of this Order, what steps have been taken to comply herewith.